

DRAFT: 6/20/12

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re	: Chapter 11 Case No.
LEHMAN BROTHERS HOLDINGS INC., et al.,	: 08-13555 (JMP)
Debtors.	: (Jointly Administered)
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**AFFIRMATION OF CLAIMANT Timothy Wilkinson, IN OPPOSITION TO
DEBTORS' 313th OMNIBUS OBJECTION (TO RECLASSIFY PROOFS OF
CLAIM AS EQUITY INTERESTS) DATED JUNE 4, 2012**

Timothy Wilkinson affirms under penalties of perjury as follows:

1. I was employed by Lehman Brothers from April 2002 through October 2008.
Lehman Brothers terminated my employment in October 2008 through bankruptcy.
2. Upon the termination of my employment, Lehman Brothers did nothing to
dissuade me of the understanding that I had done anything that compromised my entitlement
under the CSA Agreement.
3. Pursuant to the CSA Agreements, I recognized that I was contractually obligated
to avoid engaging in any "Detrimental Activity" and that I had other ongoing contract
obligations under these Agreements.
4. After the termination of my employment, I continued to perform all of those
contractual obligations.
5. Attached hereto as Exhibit 1 is the original Proof of Claim that I filed in
connection with my contract rights under the CSA Agreements. This initial Claim was assigned
Claim No 34829.

6. The practice followed each year by Lehman Brothers was to provide a form stating the bonus to which I was entitled for the year, and describing the portion of the bonus that was to be reserved by Lehman Brothers pursuant to the CSA Agreement for that year.

7. I never paid tax on the portion of any bonus reserved under the CSA Agreements. For prior years, not at issue here, after my interests vested and I was permitted to draw down on my CSA account, Lehman Brothers would retain a portion in cash to pay the federal withholding tax, and then would use the balance to provide me with Lehman Brothers shares. The entire amount of the bonus was treated as ordinary income to me and was taxed at ordinary income rates. My understanding is that Lehman Brothers was entitled to a business expense deduction for the amount of this portion of the bonus, but only at the time that it was actually paid.

8. The economic substance of the CSA Agreements to me was that a portion of the bonus that had been declared for me was held back, and would be paid to me only after passage of five years, during which I was subject to ongoing contractual obligations. At no time did Lehman suggest that I had ever failed to perform any of these contractual obligations, the breach of which could result in rescission of my bonus. However, under the terms of the CSA Agreements, Lehman Brothers was not required to pay me anything from this reserved bonus, and in fact Lehman Brothers did not pay me anything, until five years after we entered into that CSA Agreement.

9. Stock options issued to me by Lehman Brothers did not work in this way. Upon the grant, I received a security in the form of the stock option. The option provided me with the right to buy LBH shares at a fixed price, the exercise price. While a period of time passed before the option vested, upon vesting I could exercise the option by paying the exercise price, and I would receive LBH shares. No comparable security was issued to me under the CSA Agreement.

10. I did not pay tax on the option when issued. Upon exercise of the option I understand I would have been taxed on the difference between the current market price of the LBH shares at the time of exercise and the exercise price.


Signature

Timothy Wilkinson

United States Bankruptcy Court Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Equi Bankruptcy Solutions, LLC PDR Station, P.O. Box 5976 New York, NY 10150-5976		PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administrated)	UNIQUE IDENTIFICATION NUMBER: 55338216	
Name of Debtor Against Which Claim is Held LEHMAN BROTHERS HOLDINGS, INC.	Case No. of Debtor 08-13555 (JMP)	Filed USBC - Southern District of New York LEHMAN BROTHERS HOLDINGS INC., ET AL. 08-13555 (JMP) 0000034829	
Name and address of Creditor (and name and address where notices should be sent if different from Creditor) TIMOTHY B. WILKINSON [Redacted Address] [Redacted Telephone Number] [Redacted Email Address]		<input type="checkbox"/> Check this box to indicate that this claim provides a previously filed claim. <input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Name and address where payment should be sent (if different from above) [Redacted Address] [Redacted Telephone Number] [Redacted Email Address]		NOTICE OF SCHEDULED CLAIM: Your Claim is scheduled by the indicated Debtor as: SCHEDULE E - EXECUTORY CONTRACT OR UNEXPIRED LEASE DESCRIPTION: RESTRICTED STOCK UNIT AGREEMENT	
1. Amount of Claim as of Date Case Filed: \$ <u>1543,425.91</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete item 6. <input type="checkbox"/> Check this box if all or part of your claim is based on a Derivative Contract. <input type="checkbox"/> Check this box if all or part of your claim is based on a Guarantee. *IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO http://www.lehman-claims.com AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges in this form or on http://www.lehman-claims.com if claim is based on a Derivative Contract or Guarantee.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim: <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B) <input type="checkbox"/> Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5) <input type="checkbox"/> Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(9) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____. Amount entitled to priority: \$ _____	
2. Basis for Claim: <u>CSA (remuneration) held by Lehman for me</u> (See instruction #2 on reverse side.) 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.) 4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Describe: _____ Value of Property: \$ _____ Annual Interest Rate: _____ % Amount of mortgage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9): \$ _____ (See instruction #6 on reverse side.) 7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 8. Documents: Attach reduced copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, account statements of running accounts, contracts, judgments, mortgages and security agreements. Attach reduced copies of documents providing evidence of perfection of a security interest. (See definition of "reduced" on reverse side.) If the documents are voluminous, attach a summary. DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain: _____	
Date: <u>14 Sept '09</u> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach type of name of attorney, if any. <u>T. B. Wilkinson</u>		FOR COURT USE ONLY FILED / RECEIVED SEP 24 2009 U.S. BANKRUPTCY COURT, S.D. N.Y.	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

LEHMAN BROTHERS

LEHMAN BROTHERS
 2005 Total Compensation Statement
CONFIDENTIAL

Employee: Wilkinson, Timothy B Stock Program: SVP
 Division: FID Employee Id: 90000776
 Hire Date: 04/29/2002

COMPENSATION HISTORY

<u>Compensation Type</u>		<u>Current - 2005</u>
Paid Salary	\$	249,446
2005 Bonus Payment	\$	-
2004 Second Installment	\$	265,257
Total Compensation	\$	\$14,703

EQUITY SUMMARY in USD

	<u>Equity Component</u>		<u>Market Price</u>		<u>Grant Price</u>		<u>Share</u>
Total CSAs	\$	65,440.54	\$	126.00	\$	94.50	692.49

Your equity award was calculated based on compensation of \$514,703, where total compensation includes salary, bonus and other forms of eligible compensation.
 All terms and conditions of equity awards, including those relating to vesting and forfeiture, are subject to controlling plan documents, including the FY 2005 equity award agreements (expected to be finalized in early 2006), the Employee Incentive Plan and related Prospectus.

PAYMENT SCHEDULE

2005 Bonus Payment	\$	-	
2004 Second Installment	\$	265,257	
Less CSAs	\$	(65,441)	
Total Cash Payment (Before Taxes)	\$	199,816	Payable on or about January 31, 2006, in accordance with the terms of the Letter Agreement
Total Cash Payment (Before Taxes)	\$	108,141	(Local Currency)

ANNUAL SALARY

Effective Fiscal Year 2006, your annual base salary will be as follows:

Current Annual Salary £ 135,000

* This summary is provided for informational purposes only. Your compensation, including your notional "2005 performance bonus", is subject to the terms and conditions of your letter agreement dated November 1, 2005 (the "Letter Agreement").

**Your bonus for 2005 is equal to the "First Installment" of your notional "2005 Performance Bonus," per the Letter Agreement.

Note: Except to the extent otherwise provided in your Letter Agreement: (1) all bonus awards and equity awards are contingent on your being employed on the scheduled bonus award date (on or about January 31, 2006) and not having given or received notice of employment termination before that date; (2) if you are not employed on January 31, 2006 or you have given or received notice of employment termination before that date, you will not be eligible to receive a bonus awards (including any special awards) or any equity award for fiscal year 2005.

If you have any additional questions regarding your compensation or personal data, please contact your divisional HR representative.

If you have any questions regarding your equity award, please contact the Compensation Department at (212) 526-8346.

16-Dec-05

LEHMAN BROTHERS

2004 Total Compensation Statement

CONFIDENTIAL

Employee: Wilkinson, Timothy
 Division: Fixed Income Division
 Hire Date: August 1, 1995

From: A Motion
 Stock Program: SVP
 Employee Id: 90000776

COMPENSATION HISTORY

Compensation Type	Current - 2004 USD	Current - 2004 GBP
Paid Salary	\$244,654	135,000
2004 First Installment	\$279,119	154,018
Total Compensation	\$523,773	289,018

EQUITY SUMMARY in USD

	Equity Component	Market Price	Grant Price	Shares
Total CSAs	\$67,254.40	65.80	64.35	1,045.13

Your equity award was calculated based on compensation of \$523,773, where total compensation includes salary, bonus and other forms of eligible compensation.

All terms and conditions of equity awards, including those relating to vesting and forfeiture, are subject to controlling plan documents, including the FY 2004 equity award agreements (expected to be finalized in early 2005), the Employee Incentive Plan and related Prospectus.

PAYMENT SCHEDULE

	USD	GBP
2004 First Installment	\$279,119	154,018
Less CSAs	(\$67,254)	(37,111)
Total Cash Payment (Before Taxes)	\$211,865	116,907

Payable on or about January 31, 2005, in accordance with the terms of the Letter Agreement

ANNUAL SALARY

Effective Fiscal Year 2005, your annual base salary will be as follows:

Current Annual Salary 135,000 GBP

* This summary is provided for informational purposes only. Your compensation, including your notional "2004 performance bonus", is subject to the terms and conditions of your letter agreement dated November 30, 2004 (the "Letter Agreement").

**Your bonus for 2004 is equal to the "First Installment" of your notional "Performance Bonus," per the Letter Agreement.

Note: Except to the extent otherwise provided in your Letter Agreement, all bonus awards and equity awards are contingent on your being employed on the scheduled bonus award date (on or about January 31, 2005) and not having given or received notice of employment termination before that date. If you are not employed on January 31, 2005 or you have given or received notice of employment termination before that date, you will not be eligible to receive a bonus awards (including any special awards) or any equity award for fiscal year 2004.

If you have any additional questions regarding your compensation or personal data, please contact your divisional HR representative. If you have any questions regarding your equity award, please contact the Compensation Department at (212) 526-8348.

20-Dec-04

LEHMAN BROTHERS

Notes to your 2007 Bonus Award Payslip

STRICTLY PRIVATE AND CONFIDENTIAL

To: Timothy Wilkinson Global ID: 90000776
Dept: FID - 43639 - Rates Prop-Trading Payroll: 070-U
Payroll No. 0172040
From: European Human Resources Payment Date: 31st January 2008

Items on the Payslip

	GBP	
Bonus '07	628,414.63	
PAYSLIP TOTAL	628,414.63	

Items NOT shown on the Payslip

CSAs	644,178.66	
Bonus '07 Advance 2 nd Instalment	469,197.77	
SUBTOTAL	1,113,376.43	
TOTAL 2007 BONUS	1,741,791.06	

Additional Information

Bonus '07:

Your cash bonus award is taxed via PAYE and will be included in your 2007/8 year-end P60 form.

CSA Award:

This represents the Contingent Stock Award ("CSAs") value made under the relevant 2007 plan. A full summary showing all your outstanding awards, together with details of the vesting periods will be available to view on LehmanLive, keyword "equityaward", during the first quarter 2008. All terms and conditions of the CSA Awards are subject to the controlling plan documents, including the FY 2007 equity award agreements (expected to be finalised in early 2008), the 2005 Stock Incentive Plan and related Prospectus.

Bonus '06 2nd Instalment:

You will also receive the 2006 Bonus 2nd Instalment of GBP 126,165.41 (USD equivalent 250,776.00)

You are advised to keep this document for future reference

January 2008

LEHMAN BROTHERS

LEHMAN BROTHERS 2006 Total Compensation Statement **CONFIDENTIAL**

Employee: Wilkinson, Timothy B
Division: FID
Hire Date: 04/29/2002

Stock Program: SVP
Employee Id: 90000776

COMPENSATION HISTORY

Compensation Type	Current - 2006	
Paid Salary	\$	244,876
2006 First Installment	\$	507,453
Total Compensation	\$	752,329

EQUITY SUMMARY in USD

	Equity Component	Market Price	Grant Price	Shares
Total CSAs	\$ 130,312.25	\$ 77.03	\$ 57.77	2,255.71

Your equity award was calculated based on compensation of \$752,329, where "total compensation" includes salary, bonus and other forms of eligible compensation.

All terms and conditions of equity awards, including those relating to vesting and forfeiture, are subject to controlling plan documents, including the F-Y 2006 equity award agreements (expected to be finalized in early 2007), the Employee Incentive Plan and related Prospectus.

PAYMENT SCHEDULE

2006 First Installment	\$	507,453	Payable on or about January 31, 2007, in accordance with the terms of the Letter Agreement (Local Currency)
Less CSAs	\$	(130,312)	
Total Cash Payment (Before Taxes)	\$	377,141	
Total Cash Payment (Before Taxes)	£	207,918	

ANNUAL SALARY

Effective Fiscal Year 2007, your annual base salary will be as follows:

Current Annual Salary	£	135,000
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* This summary is provided for informational purposes only. Your compensation, including your notional "2006 performance bonus", is subject to the terms and conditions of your letter agreement dated January 16, 2006 (the "Letter Agreement").

**Your bonus for 2006 is equal to the "First Installment" of your notional "2006 Performance Bonus," per the Letter Agreement.

Note: Except to the extent otherwise provided in your Letter Agreement, (1) all bonus awards and equity awards are contingent on your being employed on the scheduled bonus award date (on or about January 31, 2007) and not having given or received notice of employment termination before that date; (2) if you are not employed on January 31, 2007 or you have given or received notice of employment termination before that date, you will not be eligible to receive a bonus awards (including any special awards) or any equity award for fiscal year 2006.

If you have any additional questions regarding your compensation or personal data, please contact your divisional HR representative.

If you have any questions regarding your equity award, please contact the Compensation Department at (212) 526-8346.

14-Dec-06